

U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT  
HOMELAND SECURITY INVESTIGATIONS  
STATEMENT OF WORK  
FOR  
RAPID DNA TESTING PROGRAM

## 1.0 INTRODUCTION AND MISSION

The Department of Homeland Security (DHS) Immigration & Customs Enforcement (ICE) Homeland Security Investigations (HSI) is seeking assistance with the implementation of a Rapid DNA testing program which will aid in the identification of fraudulent familial relationship claims made by individuals entering or attempting to enter the United States.

ICE'S mission is to protect America from the cross-border crime and illegal immigration that threatens national security and public safety. Within this mission, HSI's role is to investigate, disrupt, and dismantle terrorist, transnational, and other criminal organizations that threaten or seek to exploit the customs and immigration laws of the United States. In an effort to strengthen this mission, the utilization of a Rapid DNA testing program will assist HSI Special Agents with identifying and investigating those who continue to commit these types of criminal acts in direct violation of U.S. law.

## 2.0 BACKGROUND

Since early 2018, DHS has encountered an illegal immigration crisis at the southern border, including an increase in fraudulent family relationship claims. This fraud scheme involves adult aliens utilizing unrelated minors to pose as a family unit in an effort to secure release into the interior of the United States. This activity has put a strain on the immigration system and exhausted border security resources.

To address this vulnerability ICE HSI, in partnership with Enforcement and Removal Operations (ERO), initiated ***Operation Double Helix***, which utilized Rapid DNA technology to identify fraudulently-claimed familial relationships made by aliens encountered seeking to enter the United States, either legally or illegally.

Based on the success of the initial operation, HSI and ERO seek to implement ***Operation Double Helix 2.0***, once again utilizing Rapid DNA technology to identify fraudulently-claimed familial relationships made by aliens entering the United States. To better employ this technology, as well as capitalize on resources already in place for such a largescale operation, HSI has identified seven locations on the southwest border where the influx of illegal aliens is prevalent. The precise locations of this anticipated operation will be released to the CONTRACTOR at the time of award.

### **3.0 OBJECTIVE**

Pursuant to ICE's "authority to administer oaths and to take and consider evidence concerning the privilege of any person to enter, reenter, pass through, or reside in the United States, or concerning any matter which is material or relevant to the enforcement of [the immigration laws,]" INA § 287(b), in cases in which ICE has sufficient information to question the validity of a claimed parental relationship such that it would otherwise not house or release them together, it will permit purported parents to voluntarily submit to DNA sampling in order to rebut those concerns such that they may be housed with their purported child in an ICE family residential center. During this operation, written and voluntary consent will be documented for the DNA collection and testing. Additionally, each head of family will also be served with a privacy notice.

The selection of family units for the Rapid DNA testing will be based on many factors, such as key observations obtained during interviewing, intelligence gathering, documentary evidence, and any investigative data developed through the course of this process. No DNA information will be stored, as this is a presumptive test to validate a familial relationship only. Chemicals within the Rapid DNA machine should destroy the samples in a way as to not allow the DNA to be reread; however, a printed report can and should be generated indicating the test results.

#### **3.1 SCOPE**

The purpose of this Statement of Work (SOW) is to identify the necessary functions and responsibilities of the CONTRACTOR for the duration of this operation.

It is expected that CONTRACTOR will provide for the duration of the operation sufficient staff, to include subject matter experts, as well as all resources needed to conduct adequate DNA testing. This includes but is not limited to all training necessary to administer the testing and analyze the results; processing instruments; tests/kits; swabs; supply kits (gloves, masks, etc.); as well any required hardware and software, to include maintenance, needed to operate the processing instruments. Furthermore, CONTRACTOR shall establish a dedicated telephone line (or lines) to assist ICE personnel who are on-site at one of the seven locations if any issues or problems arise during the operation. Lastly, CONTRACTOR will be expected to provide and coordinate the removal and disposal of all bio-waste materials.

It is highly probable that the seven (7) locations will change over the course of the project due to the everchanging flow of migrants and Government resources. So, to ensure a smooth and successful operation, it is imperative that all materials provided by the CONTRACTOR, to include necessary personnel, be able to relocate in a short period of time. ICE will ensure the CONTRACTOR is aware of any potential moves as soon as the need to relocate has been identified.

#### **4.0 DUTIES AND RESPONSIBILITIES (CONTRACTOR)**

CONTRACTOR shall meet or exceed the requirements listed below:

4.1 CONTRACTOR shall assign adequate personnel for the duration of this project, to include but not be limited to one employee at each of the seven locations for the initial 30 days of the operation; a dedicated telephone or videoconference line or lines staffed during the operational period to assist with any issues or problems encountered; and a minimum of one dedicated personnel member to be the central point-of-contact for ICE.

4.1.1 CONTRACTOR personnel shall be responsible for any on-the-job training needed for ICE personnel assigned to each location. During the initial 30-day period, CONTRACTOR personnel will be responsible for assisting with the processing of samples; performing all relevant data management, testing and review; as well as other functions required to ensure continued success of the program. CONTRACTOR shall also provide DNA Forensic analysts for support. It is imperative that all personnel mentioned above, as well as other personnel deemed appropriate by either party, be available during operational hours.

4.2 CONTRACTOR shall manage and provide logistics for collection, removal and disposal of all bio-waste materials every 14 days, or as necessary.

4.3 CONTRACTOR shall provide adequate and relevant training and certification classes to ICE personnel at either a CONTRACTOR-designated location, or one of the seven government facilities identified after award has been issued.

4.4 CONTRACTOR shall provide a minimum of 14 DNA processing instruments to be dispersed in units of two to each of the seven locations. CONTRACTOR will be responsible for the set-up of each instrument, as well as any issues encountered during installation. These instruments should be able to produce DNA profile comparisons within 90-minutes or less. They should also be portable and deployable to a rugged environment and possess the ability to be broken down and moved to other locations as necessary in a short period of time. These instruments shall be able to be operated by a non-technical user with a minimum amount of training. Lastly, these instruments must have the capability to destroy the physical swabs/samples once analysis is complete, as well as allow for the purging of all electronic data and DNA profiles upon completion. Additionally, upon the destruction of the samples, the machines must also ensure the DNA material cannot be reread.

4.5 CONTRACTOR shall deliver the maximum number of kits necessary to ensure a successful program. It is expected that no more than 50,000 tests shall be administered during the contract base period, and another 50,000 during option period one (1) if exercised. The initial order of materials needed to conduct 12,500 individual tests shall be delivered within 72 hours of the initiation of the operation, with each of the seven sites receiving 1,785 tests. Each subsequent order may vary depending on the needs of the operation. CONTRACTOR shall also supply any

all consumable materials required to safely and effectively perform the DNA testing at each location. This should include but not be limited to swabs, medical-grade latex gloves and masks in various sizes, etc.

4.6 CONTRACTOR shall provide all related and necessary computer hardware and components, which shall at no time be connected to any government-owned network. This includes, but is not limited to ICE, HSI, ERO, U.S. Customs and Border Protection, and U.S. Border Patrol systems. CONTRACTOR will also be responsible for the maintenance and troubleshooting of the hardware and components during this operation.

4.7 CONTRACTOR shall also provide and maintain all software required for all CONTRACTOR-owned machines. CONTRACTOR will also be responsible for any patches, updates, installation, etc., needed for this software for the duration of this operation.

4.8 CONTRACTOR shall ensure the data environment related to this operation is strictly maintained and limited to a select few who are on a need-to-know basis. CONTRACTOR personnel not directly involved with this project shall not have access to any information obtained during this operation. CONTRACTOR shall take steps to ensure the data is safely stored and encrypted to prevent any unauthorized release of information.

4.9 CONTRACTOR shall ensure their hardware, software, instruments, tests/kits, etc., are in working order for the duration of this operation. At no time shall any of the above-mentioned items impact the efficiency and success of this operation. In the event a piece of equipment is faulty or becomes inoperable, CONTRACTOR will replace these items in a prodigiously-quick manner. Furthermore, if a DNA testing kit, or other CONTRACTOR-provided hardware fails, the item or items will be replaced at no cost to the Government.

4.10 CONTRACTOR shall at no time record or store any information gleaned during this operation that can be used to identify any individual. This applies primarily to personally identifying information; however, any information that could be used to identify the subjects tested also falls under this requirement.

4.11 CONTRACTOR shall ensure that the contractually required level of support for this requirement is always maintained. CONTRACTOR shall ensure that all contract support personnel are present for all hours of the workday. If for any reason CONTRACTOR staffing levels are not maintained due to vacation, leave, appointments, etc., and replacement personnel will not be provided, CONTRACTOR shall provide e-mail notification to the Contracting Officer's Representative (COR) prior to employee absence. Otherwise, CONTRACTOR shall provide a fully qualified replacement.

#### **4.12 POST AWARD CONFERENCE**

CONTRACTOR shall attend a Post Award Conference with the Contracting Officer and the COR no later than two business days after the date of award. The purpose of the Post Award Conference, which will be chaired by the COR, is to discuss technical and contracting objectives of this contract and review CONTRACTOR's draft project plan. The Post Award Conference will be held at a yet-to-be-determined Government facility, or via teleconference.

#### **5.0 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY**

- 5.1 ICE shall be responsible for the collection, removal and disposal of all non-bio waste materials.
- 5.2 ICE shall provide standard AC power receptacles in the operations command center.

#### **6.0 HOURS OF OPERATIONS**

CONTRACTOR personnel who are assigned to each location for the initial 30-day period are expected to work twelve-hour days, Monday – Sunday in a supportive function such as, on-the-job training, technical assistance, etc.

#### **7.0 PROTECTION OF INFORMATION**

7.1 CONTRACTOR access to information protected under the Privacy Act may be required under this SOW. CONTRACTOR employees shall safeguard this information against unauthorized disclosure or dissemination in accordance with the law and Government policy and regulation.

7.2 CONTRACTOR access to proprietary information may be required under this SOW. CONTRACTOR employees shall safeguard this information against unauthorized disclosure or dissemination in accordance with DHS MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information. CONTRACTOR shall ensure that all their personnel having access to business or procurement sensitive information sign a non-disclosure agreement (DHS Form 11000-6).

#### **8.0. FEDERAL LAW ENFORCEMENT SENSITIVE**

The data processed per this effort shall be considered federal law enforcement sensitive, and, therefore, cannot be used to solicit or benefit other work by CONTRACTOR. All records received, created, used, and maintained by CONTRACTOR for this effort shall be protected as sensitive data, in accordance with government laws, to include the Federal Acquisition Regulation (FAR), Part 24, Protection of Privacy and Freedom of Information, and shall be purged, returned and provided to the government upon contract completion.

All data created for government use and delivered to or falling under the legal control of the government are federal records and shall be managed in accordance with records management legislation as codified at 44 U.S.C. Chapters 21, 29, 31, and 33, the Freedom of Information Act (5 U.S.C. 552), and the Privacy Act (5 U.S.C. 552a), and shall be scheduled for disposition in accordance with 36 CFR 1228.

As prescribed in FAR 24.104, under the Privacy Act Notification Clause (Apr 1984), CONTRACTOR shall comply with clauses 52.224-1 and 52.224-2. Clause 52.224-1 specifically states that when the design, development, or operation of a system of records on individuals is required to accomplish an agency function, CONTRACTOR will be required to design, develop, or operate a system of records on individuals to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

Clause 52.224-2

(a) CONTRACTOR agrees to —

- (1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies —
  - (i) The systems of records; and
  - (ii) The design, development, or operation work that CONTRACTOR is to perform;
- (2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work stated in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and
- (3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system or records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c) (1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

CONTRACTOR employees for this effort will also be required to sign a nondisclosure statement, Acknowledgement and Agreement Handling Sensitive Government Data and Other Government Property, and are subject to the security requirements of the SOW. This form will be signed prior to beginning work for this effort.

## 9.0 SECURITY REQUIREMENTS

9.1 General Security: Performance requirements under this agreement will involve direct contact with ICE Detainees. Service Employees under this short-term requirement will not be subject to a Full Field Background Investigation under the Federal Investigative Standards. At all times while performing duties on behalf of ICE, Service Employees *shall* be escorted by cleared ICE employees or cleared ICE Contractor employees.